
CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: MR
BID NO.: 04-043

Date Issued: June 24, 2004
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**FORMAL INVITATION FOR BIDS
VEHICLE EXHAUST REMOVAL SYSTEM FOR AIRPORT FIRE STATION**

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **July 16, 2004**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Low Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder’s response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or

subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE:

The City of San Antonio is soliciting bids to purchase two (2) vehicle exhaust removal systems in accordance with the specifications listed herein. These systems are required by the San Antonio International Airport to mitigate the negative physical effects of toxic diesel fumes vented by emergency rescue vehicles transiting the interior of the fire station facility.

GENERAL:

1. OVERVIEW:

- A. These systems shall accommodate two complete drive-through bays and one back-in bay in the West Apparatus Room, and one complete drive-through bay in the East Apparatus Room of Fire Station #23 at the San Antonio International Airport (SAT). Systems shall include attachment to four existing Oshkosh ARFF vehicles, which are a 1986 T-3000, a 1993 T-1500 with Snozzle, a 1988 DA-1500, and a 1975 M-1500. All exhaust is at the top of the vehicles. The fans and ducts of both vehicle exhaust removal systems shall be adequately designed to permit future expansion of both systems which would make each system capable of handling three complete drive-through bays.
- B. The contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner the complete construction and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation. Systems installation shall be in accordance with manufacturer's instructions.

- 2. **MATERIAL QUALITY:** Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.
- 3. **MEASUREMENTS:** Before ordering any material or doing any work the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences. Drawing in Attachment 2 is provided to show relative position of stage equipment and is not to scale.
- 4. **PROTECTION OF WORK AND PROPERTY:** The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor at his expense, shall protect and be responsible for any damage to adjacent buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.

5. **TRASH REMOVAL:** The contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to the Airport Fire Station.
6. **WARRANTY:** The bidder shall warranty all materials, equipment and workmanship for a period of one (1) year from the date of final acceptance of the completed job against original defects of material and workmanship, excessive wear and deterioration. Repairs shall be made at the bidder's expense. Bidder shall not be responsible for system misuse, abuse, natural disasters, components not operated under normal industry use, or which have been repaired, altered or modified.
7. **CODE COMPLIANCE:** All workmanship and materials shall be in accordance with applicable codes and regulations. The following codes and regulations are to be considered part of these specifications:
 - A. Underwriters Laboratory (UL) (CUL)
 - B. National Fire Protection Agency (NFPA)
 - C. 1999 National Electric Code (NEC)
 - D. NFPA 1500A
 - E. Air Movement and Control Association (AMCA)
 - F. International Mechanical Code (IMC)
 - G. Building Officials and Code Administrators (BOCA)
 - H. Uniform Mechanical Code (UMC)
 - I. Southern Building Code Congress International (SBCCI)
 - J. American National Standards Institute (ANSI)
 - K. American Society of Mechanical Engineers (ASME)
 - L. State and Local Codes
8. **DRAWINGS:** Bidders shall include with their bid, current specification sheets of equipment and drawings of proposed installation. Failure to include this documentation may result in rejection of bid.
9. **PRE-BID CONFERENCE:** A pre-bid Conference is scheduled for 10 A.M., July 8, 2004, at San Antonio International Airport Fire Station. The pre-bid conference is NOT mandatory but offers potential bidders the best opportunity to obtain information, inspect the facility, and request clarifications to the project and bid documents.
10. **INSURANCE REQUIREMENTS:** The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include	<u>For Bodily Injury and Property</u> <u>Damage of \$1,000,000 per</u>

coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

11. **TRAINING:** The bidder or authorized approved personnel shall provide training to Aviation Aircraft Rescue Fire Fighting (ARFF) personnel in the daily use and maintenance of the vehicle exhaust removal systems that have been installed and specified herein. The Aircraft Rescue Fire Fighting (ARFF) Coordinator shall be notified at least 7 days prior to the date scheduled for the training course. Contractor shall make every effort to schedule the training during the acceptance testing phase. Training shall be for all personnel involved with the operation of the exhaust removal systems to include all shifts required to man the particular facility. A recognized representative of the manufacturer of the exhaust removal systems shall perform the Training session in person, in addition a training video shall be provided to the Aircraft Rescue Fire Fighting (ARFF) section.
12. **STANDARD PRODUCTS:** Equipment and materials provided for the system installation(s) shall be a standard product of manufacturer currently engaged in the manufacture of Automatic Emergency Response Vehicle Exhaust Capture Systems.

13. **QUALITY ASSURANCE:** The manufacturer must be ISO 9001 Certified, UL and CUL Certified and certified by the Air Movement and Control Association (AMCA). Certification documents shall be provided and attached to the bid submission. All workmanship, manufacturing procedures, airflow design and materials shall be performance guaranteed. If any findings or test studies reveal improper materials, defective components or inadequate performance as outlined in the performance/technical specifications, the contractor shall remove and replace at his expense the materials in question.
14. **PRODUCT DELIVERY, STORAGE, AND HANDLING:** The bidder shall be solely responsible for the delivery, storage, and handling of all products. Any equipment placed in storage shall be protected from weather, humidity, temperature variations, dirt, dust or other contaminants.
15. **ACCEPTANCE TESTING:** Acceptance testing is a required part of these specifications. Contractor shall be responsible for all costs associated with testing, performance of required modifications, and system service, maintenance, and support, until final SAT system acceptance. The following elements shall be included in the test program:
- A. **Initial On-Site Performance Demonstration:** At completion of on-site system installation, the Contractor shall demonstrate to SAT representatives that the Vehicle Exhaust Removal System meets all the requirements of these specifications including test runs. After SAT approval of the results, the Contractor will be authorized to initiate the 14-day operational test.
 - B. **Operational Test:** After SAT determines that the initial on-site performance demonstration has been successfully concluded, the 14-day operational test must commence. The Vehicle Exhaust Removal System shall be considered to have met the requirements of the operational test if it is fully operational for at least 7 consecutive days within the 14-day period. If the system does not pass this test, the Contractor shall repair or replace Vehicle Exhaust Removal System elements and initiate additional tests until the system is fully operational for 7 consecutive days.
 - C. **Final Acceptance:** To obtain final acceptance, Contractor shall undertake the following steps:
 - Meet with the ARFF Coordinator to confirm that the Contractor has satisfactorily addressed all acceptance “punch list” items identified throughout the acceptance testing.
 - Prepare and submit a final acceptance test report to SAT that summarizes the acceptance test process, including start and end dates for all test elements, a summary of system deficiencies identified in each phase, the corrective actions taken, and the results of the corrective actions.
 - Demonstrate to SAT’s satisfaction that the Vehicle Exhaust Removal System meets specified requirements.
16. **BIDDER QUALIFICATIONS:** Bids will only be accepted from companies that have an established reputation in the business of designing turnkey installations, servicing and installing Automatic Emergency Response Vehicle Exhaust Capture Systems. Bidder shall show proof that the systems specified in this bid document has been field tested and proven by supplying a list of agencies with similar systems installed by bidder. References are to include a phone number and contact name and shall be included as an attachment with submittal of this bid document.
17. **LICENSING & PERMITS:** Contractor to hold all proper and current licenses and bonds. In addition contractor is responsible for obtaining all required permits and inspections as required by Development Services, 1901 S. Alamo, San Antonio, Texas.

18. PAYMENT AND PERFORMANCE BONDS:

Contractor shall provide a payment bond in the full amount of the contract price as security for all persons supplying labor and material in the performance of this contract. Contractor shall also provide a performance bond in the full amount of the contract price. The performance bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. The performance bond shall further guarantee the principal's performance of all terms and obligations under this contract. Each bond must be furnished within (10) days of notification and prior to commencement of work under this contract. Said bonds shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bonds must be in a form acceptable to City. Said bonds must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bonds to bind the surety. These bonds must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53.

19. WORKERS' COMPENSATION INSURANCE COVERAGE:**A. Definitions:**

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SPECIFICATIONS:

1. Bidder shall install in each Apparatus Room a complete turnkey automatic startup and disconnect Emergency Response Vehicle Exhaust Capture System that addresses the problem of diesel fumes in the fire department station house. The system shall not interfere with normal day-to-day operations. The system shall meet the following performance criteria:
 - a. The system shall not, impede nor affect personnel boarding rescue vehicles.
 - b. The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel or visitors.
 - c. The method of activation for the exhaust evacuation system must be through the use of a backpressure sensor. No modifications to the rescue vehicles' electrical system will be allowed.
 - d. The system must be designed and capable of capturing 100% of the exhaust gas and particulate in the event of a complete power failure. System shall also discharge collected exhaust outside the station in the event of a power failure.
 - e. The system shall under no circumstance allow exhaust leakage or bypass the nozzle.
 - f. The system design shall be optimized to minimize maintenance.

2. Bidders shall include with their bid, current specification sheets of equipment and drawings of proposed installation. Failure to include this documentation may result in rejection of bid.
3. Bid shall also have attached a schedule of suggested annual maintenance for the continued operation of system and to extend system usable life.
4. **OPERATION:** The vehicle exhaust removal system shall capture 100 % of the exhaust emissions directly at the vertical tailpipe of the vehicle and exhaust those emissions to a specified area safely outside the building. The operating controller shall be designed to complete this cycle. A vertical stack nozzle shall be connected to the motor vehicle's exhaust tailpipe. When the driver starts the vehicle, the exhaust fan will automatically energize and vent the toxic gases directly to the outside of the building. This automatic feature shall be achieved by means of a pressure sensor located inside the exhaust ducting; the pressure sensor shall sense the engines output pressure upon the first stroke of the engine piston and therefore energize the fan starter. The automatic controller shall use an adjustable timer to keep the contactors energized for a designated period of time. Should the operating vehicle not exit the station within the designated preset time period, a temperature override switch shall be incorporated to override the timer relay. This override shall be achieved by means of an adjustable temperature sensor located inside the exhaust ductwork. The adjustable temperature (heat) sensor shall have a range of 90-130 degrees. If the vehicle is still running inside the station longer than anticipated, the heat sensor will override the timer relay. The vertical stack adapter device shall stay connected to the vehicle tailpipe as it travels to the exit door by means of a pre-engineered Aluminum Rail. The vertical stack adapter is designed to part the rubber sealing lips with minimal friction and allow suction only at the point where the adapter is positioned. The vacuum pressure created by the fan (negative pressure) seals the rubber lips. The rail shall be securely attached to the building structure and be capable of moving side to side only but not forward to back by means of a floating rail design. After the system releases from the vehicle tailpipe at the door, the rail shall return passively and smoothly into the original position for re-entry of the vehicle. The floating rail shall be fitted with secondary safety wires in accordance with safety standards. When the vehicle returns to the station, the stack adapter shall automatically line up with the rail allowing the operator to simply drive forward or back in. The cycle is completed as the exhaust fan starts and vents the toxic gases through the stack adapter. The vehicle then proceeds to its designated resting position.
5. **RAIL MATERIAL:** The rail shall be a one-piece continuous extruded aluminum rail. The bottom portion of the rail shall have continuous slots to accept a rubber seal. The rubber seals shall be fitted into each side of the rail and shall join in the middle. The rail material shall be aircraft aluminum alloy type AA-6063. The aluminum rail shall be extruded as a one-piece design unit to maximize the structural integrity of the rail and to minimize joints, which may add to possible leakage of dangerous exhaust gases.
6. **TRAPEZE MOUNTING SUPPORT:** Mounting Supports for this system shall be supplied by the manufacturer to ensure the integrity of the installation. A minimum of one trapeze support with appropriate bracing shall be provided for every (10) linear feet of rail profile. The trapeze mounting support shall be a free floating side to side track assembly and have a minimum travel of 18" from the natural rest position center line from the exhaust stack. The range of travel shall be set by (2) end stops with rubber bumpers. The support leg shall be equipped with a round tubular zinc-plated steel knee brace with pressed ends in standard lengths of 20", 30" and 72" inches. The angle shall be completely adjustable to the leg support and mounted perpendicular and parallel to the direction of the track. The

typical support angle shall be 45 degrees from the centerline of the factory provided support leg. The rail shall be provided with safety cables as a secondary safety device.

7. **RAIL SPLICING JOINT:** The splice joint shall be a formed steel fitting equal to the internal diameter of the suction rail profile.
8. **FLEXIBLE DUCT CONNECTION:** There shall be a connection piece with one end formed to fit a six inch diameter flexible duct pipe located on the top side of the rail. Included with this fitting shall be a flexible hose manufactured of 600 degree Teflon construction with an overall length of five feet. The rail duct connection shall be a 6" diameter round transition fitting fabricated from 20 gauge galvanized steel.
9. **VERTICAL STACK ADAPTER:** The vertical stack adapter shall be zinc plated steel specially designed to be accepted into the exhaust extraction rail. The outlet dimension of the vertical stack adapter must equal the outlet dimension of the stack exhaust system provided on the apparatus. The adapter shall be secured to the exhaust stack by means of a female pipe connection with 2- 8mm hex head bolts utilized as "jack bolts". The stack adapters must be approved by the vehicle manufacturer as to not impede or damage the vehicle's systems in normal operations.
10. **SPECIAL FEATURES:** The systems must be designed to expand for future apparatus to a tandem vehicle arrangement (one vehicle behind the other) by adding to the proposed system.
11. **VEHICLE TAILPIPE CONFIGURATION:** The tailpipe shall accommodate for the exhaust to exit the tailpipe vertically without change of direction as it exits the topside of the vehicle. Systems requiring a modification of any angle from the unimpeded vertical discharge shall not be acceptable since exhaust blow back into the station after release of the system would be uncontrollable. Bidder shall provide complete tailpipe modifications as an attachment to this bid. Failure to provide this information might lead to disqualification of submitted bid.
12. **ELECTRICAL CONTROLLERS:** The Controller shall be built and supplied by a UL recognized and listed exhaust system manufacturer. The electrical controller offered shall bear a visible UL listing. Certification documents shall accompany bid documents.

Manufacturer Name _____

UL File No. _____

- a. Electrical controller and manufacturer shall be recognized and listed by UL. Controller shall be manufactured in accordance with Underwriters Laboratories standard UL-508 for "Enclosed Industrial Control Panels". The electrical controller shall include a Class 1 limited energy control circuit. Enclosures shall be NEMA 12 rated and UL listed as Type 12. The electrical control components shall be provided and mounted in an electrical enclosure to restrict access to internal components of the controller by authorized personnel only.
- b. **Controller Performance:** It shall be designed to sense the output pressure and temperature change inside the ductwork system, which is normally generated by any internal combustion engine designed to propel a motor vehicle. The operating logic shall be designed to complete this cycle. At any point in time when a collection device is connected to a motor vehicle's exhaust tailpipe,

as the operator starts the vehicle, the controller shall automatically sense the engine's output pressure or temperature of the exhaust and in turn energize the electrical contactor which will supply power to the AMCA certified spark resistant fan motor. Through the use of an adjustable timer the controller shall keep the contactors energized for up to six minutes in accordance with the stations response requirement. If the responding vehicle does not disconnect from the exhaust ventilation system in less than the designated setting, the temperature override switch shall override the time delay to ensure continuous system operation. This automated function will work for as long as the exhaust gas temperature is in excess of the setting on the heat sensor located in the ductwork system. This cycle shall not allow the electrical contactor, which energizes the exhaust fan, to short cycle or stop the fan while the system is connected to an operating vehicle. Components in the controller shall be kept to a minimum to prevent downtime due to lead times for replacement parts.

- c. Controls: Shall be incorporated on the face or the access door of the controller. The controls shall be installed in a way that prevents water infiltration, which would void the NEMA 12R rating. The label shall include the name of the manufacturer, address, telephone number, user instructions and any warnings or cautions required by Underwriters Laboratories.
 - i. Auto Start: This mode of operation shall be strictly for normal day-to-day use, as it would apply to receiving an emergency call and leaving the station. Any one or combination of the three devices listed below in Paragraph H shall activate the system. The system shall maintain itself in the Auto Start mode and always return there after the Stop sequence has been initiated.
 - ii. Stop: This mode of operation shall be a system override to shut down the system manually. Upon activating this mode of operation the exhaust system blower shall shut down. After a period not to exceed three seconds the controller shall automatically return to the Auto Start ready mode. Notwithstanding for the sake of safety, a service mode must be provided to allow maintenance without the system starting while personnel are working on exhaust system.
 - iii. Manual Run: This mode of operation shall be a system override to run the exhaust system blower continuously for the purpose of running the vehicles indoors for equipment checks during inclement weather. Upon activating this mode of operation the exhaust system blower shall start and run continuously until the Stop mode is activated at which point the system will automatically return to the Auto Start ready mode within a maximum three second time period.
- d. System Indicator: Controller shall incorporate indicator lights to show system status at all times.
 - i. Auto Start Indicator: Shall indicate the system is in the fully automatic mode of operation and that power is on to the controller.
 - ii. Fan On Indicator: Shall indicate that power is being applied to the system blower and the controller is operating normally.

- iii. Filter Status Indicator: If flashing continuously, this shall indicate excessive pressure loss across the filter bank media thus indicating the need for filter replacement.
 - iv. Stop Indicator: Shall indicate the fan has been manually de-energized and will return to the Auto Start ready sequence in less than three seconds to prevent the system blower from being left in the Off mode.
 - v. Manual Run Indicator: Shall indicate the fan is operating in a continuous run mode until interrupted by the stop mode activation.
 - e. Controller Transformer: Shall be UL listed industrial control circuit transformer sized to properly supply all components.
 - f. Control Circuit Protection: The control transformer and control circuit shall be protected against over current and short circuit by the use of primary and secondary fuses (NEC code ref. 430-72) to meet UL requirements.
 - g. Electronic Control Circuit Card: Shall be a solid-state printed circuit board. The controls shall be an integral part of the control circuit card enabling quick maintenance through card replacement.
 - h. Contractor shall submit the location of each controller to the ARFF Coordinator for approval.
13. Activation Devices: The controller shall be compatible with several different types of activation devices and upgradeable without the cost of replacing the whole controller.
- a. Engine Start Switch: Shall be of an engine pressure sensing type, capable of recognizing the output pressure of any type of motor vehicle exhaust. The electrical contact shall be dry type or not to exceed 24V. There shall be one sensor per vehicle.
 - b. Thermal Start Switch: Shall be a temperature sensing switch of the snap disc type and adjustable from 90 degrees F to 130 degrees F to configure the system based on different exhaust temperatures. There shall be one sensor per vehicle.
 - c. Remote Control Transmitter and Receiver: Featuring two independent channels of control. The frequencies used by this controller shall be free from radio or electrical interference as encountered at an Airport environment. This system shall also not operate in the range of frequencies as used in aviation to avoid the possibility of being a hazard to navigation systems.
 - i. Channel A: Shall be capable of starting and stopping the exhaust system blower.
 - ii. Channel B: Shall be capable of operating the apparatus bay door upon entering or leaving the fire station.
14. Clean Filter Indicator Alarm: This standard feature shall be used in conjunction with the Unifilter for filtering diesel exhaust particulate before release to the atmosphere. The clean filter indicator shall monitor the pressure loss across the filter bank media. Once the useful life of the filter has been depleted

the pressure differential switch will signal a high-pressure loss and flash the “Fan On” indicator while the exhaust blower is running.

15. Remote Alarm: Monitors the system and advise when a preset number of emergency runs on the system have accrued.
16. No Airflow Alarm: Feature to monitor the system and advise when the exhaust fan is not functioning properly.
17. Carbon Monoxide Alarm: Feature to monitor the carbon monoxide levels inside the apparatus bay area.
18. Electrical Wiring: Shall be run in wire channel to allow for easier identification of the wiring circuits and for a neat appearance. All wiring circuitry shall meet National Electric Code and UL standards for proper size, bending radiuses (NEC code ref. 300-34) and terminations.
19. Electrical Terminal Block: Shall be 600 V, UL rated and recognized. It shall provide individual connection points for remote controls, clean filter indicator and power connections. The primary and secondary control wiring fuses shall be incorporated into the terminal block as one unit.
20. Product Manual: Shall be provided with each electrical control box supplied. The product manual shall include a description of components with part numbers inclusive to the controller. It shall include a wiring schematic showing all internal circuitry as well as all field installed wiring connections to the controller.
21. Electrical Interference: Exhaust system and controls shall protect vehicles and communication equipment from any electrical back-feed or induced current.
22. System Electrical Installation:
 - a. Codes and Practices: The “Emergency Response Vehicle Exhaust Removal System” electrical equipment shall be installed by a qualified licensed electrician, in a neat and workmanlike manner. The electrical installation shall adhere to all applicable codes including but not limited to:
 - NFPA-National Electrical Code 1999
 - State Electrical Codes
 - City imposed Electrical Codes
 - b. Station Electric Supply Panel: The power circuit for the “Emergency Response Vehicle Exhaust Removal System” shall originate in a circuit breaker panel board of the appropriate size to handle the load. Fan circuit shall be supplied by a UL listed, HACR rated circuit breaker (HACR rating is specifically for motor type loads) of the same type as indicated by the manufacturer of the circuit breaker panel or a dual element time delay fuse for fuse style panels. The circuit shall be clearly marked on an engraved ledger plate or in ink on the panel schedule as “Emergency Response Vehicle Exhaust Removal System”.
 - c. Automatic Controller: The controller shall be built and supplied by a UL recognized and listed exhaust system manufacturer. Refer to paragraph 11 for detailed specifications on the controller.

- d. Wiring Conduit: All system electrical and signal wiring shall be placed in conduit to protect against damp locations such as vehicle wash down areas. Conduit shall be supported with a conduit strap every 10 feet and within 3 feet of each box or termination. Wire grade and specifications are to be as required by applicable NEC codes.
- e. Fan Safety Disconnect: A safety disconnecting means must be within sight of the blower for servicing and safety reasons. Electrical switch box shall conform to applicable NEC codes for operations in wet environment.
- f. Spark Resistant Blower: Shall be AMCA certified, designed and installed as a direct drive spark resistant blower (IMC code ref. 503.2) The motor shall meet current EPACT standards for energy savings. Fans utilizing steel housings and impellers will not be accepted.
- g. Pressure switch: There shall be one pressure switch for each apparatus connected to the system. The pressure switch shall operate at a maximum of 24VAC, pre-calibrated at .18 in. of water column. Mounting shall be accomplished by drilling a 3/8" hole 3 inches above the riser bracket and to the left of the regulator and threading the switch into the duct. The electrical connections shall be made with a .020 x .187 female quick disconnect terminals, such as Thomas & Betts part no. 14RBD-18277 or equivalent.
- h. Temperature switch: There shall be one temperature switch for each apparatus connected to the system. The temperature switch shall be of the snap disc type and adjustable from 90 degrees F to 130 degrees F. It shall be mounted on the ductwork 2 inches above the pressure switch by drilling a 1" hole, sealing the switch with silicon sealant and securing with 2 tek screws. Electrical connection shall be made with terminals provided or solder less type such as Thomas & Betts part no. 14RB-2577 or equivalent.

23. AIR MOVING DEVICES:

- a. Centrifugal Fans: The fan shall be a direct drive centrifugal type, high pressure, single width, single inlet as required or indicated. Impeller wheels shall be of a radial design for high static pressure performance. Impeller wheels shall be spark resistance and made of Almag material to prevent static electricity build up. The impeller shall be dynamically and statically balanced and of the non-overloading type to provide maximum efficiency while achieving quiet, vibration-free operation. The fan housing shall be manufactured from a nonferrous material - Almag (or) approved equivalent. The outlet configuration shall be top horizontal, bottom horizontal, or up blast. The housing shall be capable of field reconfiguration in the event the mounting position needs to be changed for unforeseen reasons. For aesthetic reasons the fan motor and assembly shall be mounted on a welded 304 stainless steel mounting base to prevent rust stains on the exterior of the building. The fan housing and motor mounting hardware shall be 304 stainless steel for serviceability reasons. The base shall have four (4) pre-punched openings at bottom of fan base for field attachment to either an exterior wall or roof mounting structure.
- b. Fan motor and bearing: All 1 to 15 horsepower motors shall be totally enclosed fan cooled (TEFC) continuous duty rated. The motors shall be dual voltage where applicable. Motors built after October 27th, 1997 shall comply with the government mandated "Energy Policy and

Conservation Act” (EPACT) as outlined by the Department of Energy. The bearings shall be self-aligned, ball bearing type permanently sealed and lubricated. The exhaust discharge outlet shall be in compliance with UMC code ref.505.9(2) and ACGIH recommendations (min. of 36" above roofline). Air intakes, windows, cascade systems, prevailing currents, communication equipment and building aesthetics shall be considered in the final location of the fan.

- i. Teflon Shaft Seal: The fan shaft shall be steel and rotate in a non-sparking TEFLON seal to prevent leakage and to prevent hot exhaust gases from coming into contact with the motor bearings.
 - ii. Variable Speed Drive: The motor shall be compatible with a variable speed drive unit.
- c. The fan capacity shall be such as to enable capture of 100% of the exhaust emissions directly at the vertical tailpipe of the vehicle and exhaust those emissions to a specified area safely outside the building.
- d. Location: The preferable fan location shall be on the outside of the fire station as far away from any living quarters as possible so that firefighters would not be disturbed by the system activation. No blower fans shall be mounted inside the fire station. Silencers shall be provided when fan sound pressure level exceeds 64 dB.

24. DUCTWORK SYSTEM:

- a. Ductwork type and materials:
 - i. Interior Duct shall be Torit “Easy Duct” system galvanized construction.
 - ii. Exterior Duct shall be Torit “Easy Duct” system type 304 stainless steel construction.
- b. Ductwork sizing and gauges: All ductwork subject to positive or negative pressure shall be of round pipe construction, with the range of available sizes not to exceed 10 inches in diameter. Duct gauge shall depend on diameter and a minimum operating pressure of 8 inches water gauge. Acceptable gauge and reinforcement requirements shall be in accordance to the following. Inner duct diameter 4" - 11" dia. shall be 22 gauge standard pipe (UMC Table 5-C).
- c. Ductwork Fittings: All exhaust fittings shall be round and have a wall thickness 2 gauges (one even gauge number) heavier than the lightest allowable gauge of the downstream section of duct to which they are connected (UMC code ref. 609.3). Air duct branch entrances shall be factory fabricated fittings or factory fabricated duct /tap assemblies. Fittings shall be constructed so that air streams converge at angles no greater than 45 degree (UMC code ref. 609.3). All seams shall be continuous stitch welded and if necessary internally sealed to ensure air tightness. Turning elbows shall be stitch-welded and used for all diameters and pressures. They shall be fabricated of 24-gauge galvanized steel and constructed as two-piece with continuous welded seam construction fittings similar to those provided by Lindab Inc. Tapered Body Fittings shall be used wherever particular fallout is anticipated and where airflow is introduced to the transport duct manifold.

- d. Ductwork Design Velocities: Shall be a minimum of 3500 - 4000 feet / minute transport velocity. Capture velocity shall be 5500 - 6000 FPM to extract 100 % of the exhaust gases.
- e. External Ductwork: Shall be sized for the exact inlet and outlet of the exhaust fan blower. If the fire station is exposed to unusual inclement weather, unusual levels of acid rain or is within 3 miles of salt water, use stainless steel for all exterior ductwork components. An exhaust rain cap shall be supplied and manufactured in accordance with EPA standard for free draft rain cap requirements. Included, as an integral part of this rain cap shall be a back draft damper to provide protection from rain and other inclement weather.
- f. Exhaust Penetrations: Ductwork shall only penetrate exterior walls rather than a roof penetration. In all cases when making a wall penetration through masonry or concrete walls it shall be done by core drilling. The core drilling shall be properly sized to reduce the diameter of the opening to the smallest possible size. Only after all possible avenues for wall penetration are exhausted shall the roof penetration be accepted. The original roofing contractor shall perform the work if possible to ensure any warranties on the existing roof are not voided. If the original roofing contractor can not be notified a licensed roofing contractor shall be used. Request exterior wall-mount fan.

Notes:

- 1. The City of San Antonio will award this contract to one firm only.
- 2. The City at its option may reject all or any portion of goods or services, listed as Price Schedule Items one (1) through six (6), based upon cost and availability of funding at the time of award.

Contact Persons:

For technical questions, please contact Captain Melvin Keilers with the San Antonio International Airport Fire Department at (210) 207-3474. For additional information contact Marc Ripley, Buyer at (210) 207-4050.

PRICE SCHEDULE

ITEM 1:

A.

Diesel Exhaust Removal System #1 East Apparatus Room.

PRICE: \$ _____

B.

Diesel Exhaust Removal System #2 West Apparatus Room.

PRICE: \$ _____

Make & Model: _____

Total Price for Item 1 (Sub Items A & B) \$ _____ Complete

ITEM 2:

Remote Alarm: Feature to monitor the system and advise when a preset number of emergency runs on the system have accrued.

PRICE: \$ _____ Complete

ITEM 3:

No Airflow Alarm: Feature to monitor the system and advise when the exhaust fan is not functioning properly.

PRICE: \$ _____ Complete

ITEM 4:

Carbon Monoxide Alarm: Feature to monitor the carbon monoxide levels inside the apparatus bay area.

PRICE: \$ _____ Complete

ITEM 5:

Unifilter: Feature for filtering diesel exhaust particulate before release to the atmosphere.

PRICE: \$ _____ Complete

ITEM 6:

Remote Control Transmitter and Receiver: Feature with two independent channels of control. The frequencies used by this controller shall be free from radio or electrical interference as encountered at an Airport environment. This system shall also not operate in the range of frequencies as used in aviation to avoid the possibility of being a hazard to navigation systems.

- i. Channel A: Shall be capable of starting and stopping the exhaust system blower.
- ii. Channel B: Shall be capable of operating the apparatus bay door upon entering or leaving the fire station.

PRICE: \$ _____ Complete

FILL IN ALL ITEMS:

If an item in this price schedule is left blank it will be assumed to be a “No Bid” for that particular item. If you wish to indicate that the item is included free of charge, write “No Charge” or “\$0.00”.

Work Commencement and Completion:

Work to commence in _____ days After Receipt of Order. (1 week ARO assumed if none given.)

Completion in accordance with all requirements above will be made within _____ calendar days from date of work commencement.

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

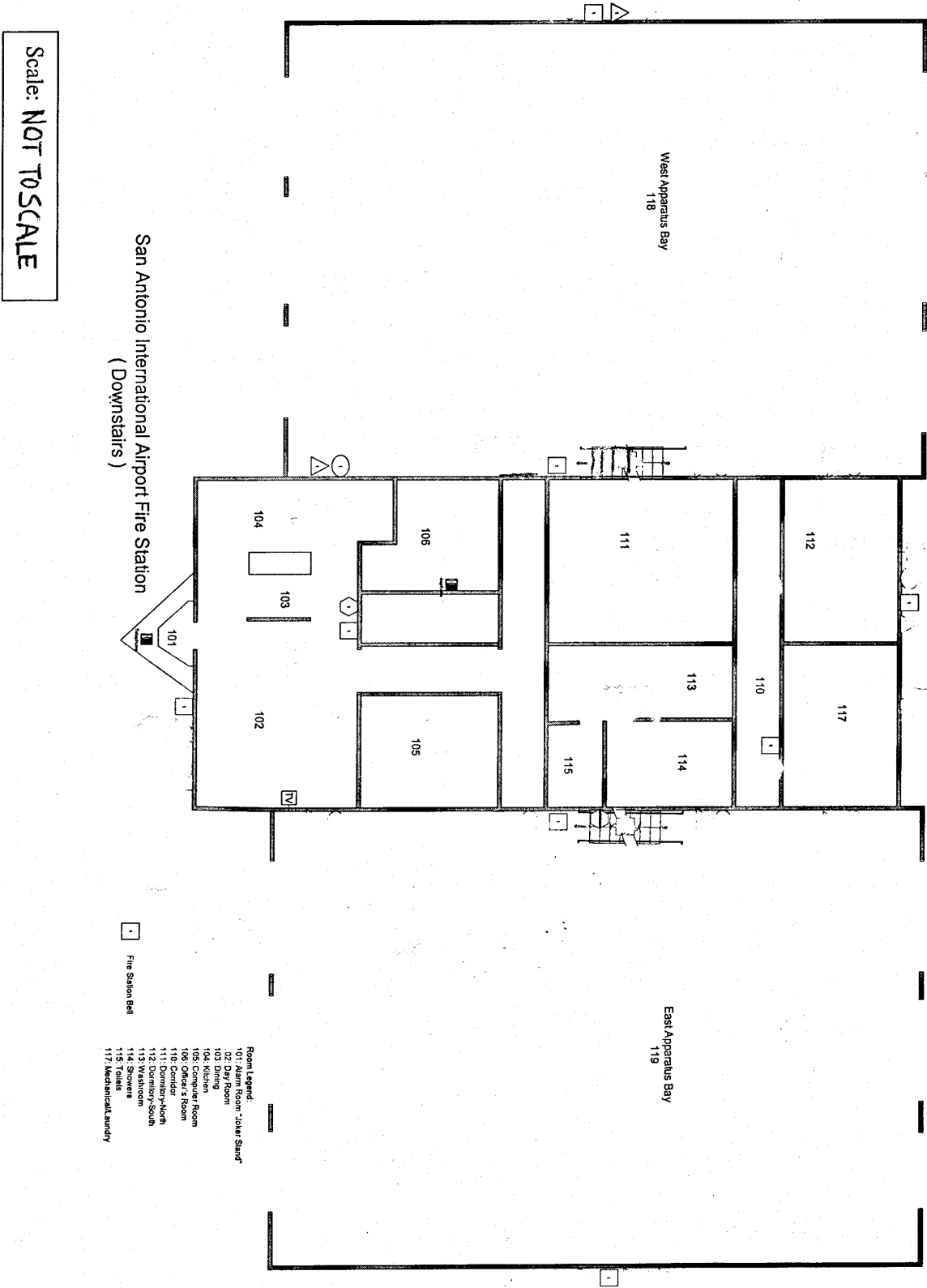
MARK ENVELOPE: "BID FOR VEHICLE EXHAUST REMOVAL SYSTEM FOR AIRPORT
FIRE STATION"
BIDS TO BE OPENED: 2:00 P.M., July 16, 2004
BID NO. 04-043

REMARKS:

Fire Station Floor plan Drawing Attachment I

San Antonio International Airport

DOWNSTAIRS LAYOUT



04-043 ATTACHMENT II

PREVAILING WAGE RATES

General Decision Number: **TX20030003** 05/28/2004

GENERAL DECISION: **TX20030003** 05/28/2004 TX3

Date: May 28, 2004

General Decision Number: **TX20030003** 05/28/2004

Superseded General Decision Number: TX020003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	05/14/2004
3	05/28/2004

ASBE0087-001 07/01/2003

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 19.08	6.46

* BRTX0001-004 08/01/2003

	Rates	Fringes
Bricklayer.....	\$ 18.00	4.85

ELEC0060-001 12/02/2002

	Rates	Fringes
Cable splicer.....	\$ 20.30	2.95+12%
Electrician (Including pulling and installing cable through conduit for low voltage).....	\$ 20.05	2.95+12%

ELEV0081-001 08/11/2001

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 22.365	7.455+A

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS
EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day, Memorial
Day, Independence Day, Labor Day, Thanksgiving Day, Friday
after Thanksgiving Day and Christmas Day.

ENGI0450-001 04/01/1994

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 12.95	3.30

General Decision Number: **TX20030003** 05/28/2004

IRON0066-001 01/01/2003

	Rates	Fringes
Ironworker (Excluding metal building erectors)		
Structural.....	\$ 16.10	4.65

MARB0002-001 05/01/2000

	Rates	Fringes
Tile Setter.....	\$ 13.79	3.09

PLUM0142-001 07/01/2003

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 25.15	5.11

* SFTX0669-001 01/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 22.62	9.30

* SHEE0067-001 04/01/2004

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 22.10	8.59

SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer...	\$ 12.26	
Carpenter (Excluding Acoustical Ceiling Installer & Drywall Hanger)....	\$ 10.64	
Cement Mason.....	\$ 11.46	
Drywall Hanger.....	\$ 11.88	
Glazier.....	\$ 10.78	1.40

Ironworker (Excluding Metal
Building Assemblers)

Reinforcing.....\$ 10.19 3.57

Laborers:

Mason Tenders.....\$ 8.36 1.78

Mortar Mixers.....\$ 8.99

PLASTERER'S TENDERS.....\$ 8.68

Unskilled.....\$ 7.06

Lather.....\$ 15.25

Painter (Excluding

Tapers/Finishers).....\$ 8.01

Plasterer.....\$ 15.25

Power equipment operators:

Front End Loader.....\$ 7.36

Roofers:

Kettlemen.....\$ 8.85

Roofers.....\$ 8.14

Waterproofers.....\$ 6.88

Sheet Metal Worker

Other Work.....\$ 11.62

Taper/Finisher.....\$ 7.99

Truck Driver.....\$ 7.10

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL DECISION **TX030022** 06/13/2003 TX22

Date: June 13, 2003

General Decision Number **TX030022**

Superseded General Decision No. TX020022

State: TEXAS

Construction Type:
RESIDENTIAL

County(ies):

BEXAR

COMAL

GUADALUPE

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories.)

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

BEXAR

COMAL

GUADALUPE

SUTX4027A 05/01/1983

	Rates	Fringes
AIR CONDITIONING MECHANICS	6.60	
CARPENTERS	6.99	
CEMENT MASONS	7.46	
DRYWALL HANGERS	8.73	
ELECTRICIANS	9.66	
IRON WORKERS	5.67	
LABORERS	5.15	
PAINTERS (Including Drywall taping)	8.16	
PLUMBERS	7.70	
ROOFERS	5.74	

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ruling

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END OF GENERAL DECISION

GENERAL DECISION **TX030043** 06/13/2003 TX43

Date: June 13, 2003

General Decision Number **TX030043**

Superseded General Decision No. TX020043

State: TEXAS

Construction Type:

HEAVY

HIGHWAY

County(ies):

BELL

CORYELL

TRAVIS

BEXAR

GUADALUPE

WILLIAMSON

BRAZOS

HAYS

COMAL

MCLENNAN

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR WORK ON SEWAGE OR WATER TREATMENT PLANTS OR LIFT/PUMP STATIONS IN BELL, CORYELL, McLENNAN AND WILLIAMSON COUNTIES.

Modification Number

0

Publication Date

06/13/2003

COUNTY(ies):

BELL	CORYELL	TRAVIS
BEXAR	GUADALUPE	WILLIAMSON
BRAZOS	HAYS	
COMAL	MCLENNAN	

SUTX2042A 03/26/1998

	Rates	Fringes
AIR TOOL OPERATOR	8.08	
ASPHALT HEATER OPERATOR	11.00	
ASPHALT RAKER	8.00	
ASPHALT SHOVELER	7.97	
BATCHING PLANT WEIGHER	11.00	
CARPENTER	10.80	
CONCRETE FINISHER-PAVING	9.57	
CONCRETE FINISHER-STRUCTURES	8.83	
CONCRETE RUBBER	8.52	
ELECTRICIAN	16.25	
FLAGGER	6.86	
FORM BUILDER-STRUCTURES	8.77	
FORM LINER-PAVING & CURB	8.00	
FORM SETTER-PAVING & CURB	8.68	
FORM SETTER-STRUCTURES	8.73	
LABORER-COMMON	7.12	
LABORER-UTILITY	7.99	
MECHANIC	12.15	
OILER	11.40	
SERVICER	8.44	
PAINTER-STRUCTURES	10.00	
PIPE LAYER	8.27	
ASPHALT DISTRIBUTOR OPERATOR	9.70	
ASPHALT PAVING MACHINE	9.26	
BROOM OR SWEEPER OPERATOR	7.12	
BULLDOZER	9.28	
CONCRETE CURING MACHINE	7.79	
CONCRETE FINISHING MACHINE	11.00	
CONCRETE PAVING SAW	9.79	
SLIPFORM MACHINE OPERATOR	11.15	
CRANE, CLAMSHELL, BACKHOE, DERRICK, DRAGLINE, SHOVEL	10.12	
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	15.00	
FRONT END LOADER	8.86	
HOIST - DOUBLE DRUM & LESS	10.81	

MIXER	7.12
MIXER - CONCRETE PAVING	11.00
MOTOR GRADER FINE GRADE	12.37
MOTOR GRADER	11.14
PAVEMENT MARKING MACHINE	8.31
PLANER OPERATOR	15.75
ROLLER, STEEL WHEEL PLANT-MIX PAVEMENTS	7.73
ROLLER, STEEL WHEEL OTHER FLATWHEEL OR TAMPING	7.33
ROLLER, PNEUMATIC, SELF PROPELLED	7.17
SCRAPERS	8.38
TRACTOR-CRAWLER TYPE	9.40
TRAVELING MIXER	7.92
TRENCHING MACHINE, HEAVY	9.92
WAGON-DRILL/BORING MACHINE	8.00
REINFORCING STEEL SETTER PAVING	14.50
REINFORCING STEEL SETTER STRUCTURES	10.61
STEEL WORKER-STRUCTURAL	11.73
SPREADER BOX OPERATOR	8.55
WORK ZONE BARRICADE	8.29
SIGN INSTALLER	7.97
TRUCK DRIVER-SINGLE AXLE LIGHT	8.32
TRUCK DRIVER-SINGLE AXLE HEAVY	7.954
TRUCK DRIVER-TANDEM AXLE SEMI- TRAILER	8.02
TRUCK DRIVER-LOWBOY/FLOAT	10.12
WELDER	11.02

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END OF GENERAL DECISION



CITY OF SAN ANTONIO

PO BOX 839966 SAN ANTONIO, TEXAS 78283-3966

March 04, 2004

SUBJECT: Wage Rates for Asbestos/Insulators Workers and Asbestos Abatement Laborer

After review and analysis on the above work classifications, the following wage rates will be utilized on the City of San Antonio project.

- 1) Asbestos/insulators Workers (include application of all insulating materials, protective covering, coatings, and finishing to all type of mechanical systems).

\$19.08 per/hr plus \$6.46 per/hr for fringe benefits
Total: \$25.54

- 2) Asbestos/Abatement laborer (removal of all asbestos/Lead containing materials form walls, ceilings, floors, columns and all other non-mechanical structures/surfaces).

\$12.62 per/hr plus \$0.97 per/hr for fringe benefits
Total: \$13.59

" AN EQUAL OPPORTUNITY EMPLOYER "

rev 03/04



CITY OF SAN ANTONIO

PO BOX 839966 SAN ANTONIO, TEXAS 78283-3966

March 04, 2004

In accordance with the International Association of Heat and Frost Insulators and Asbestos/Insulators Workers, and Asbestos/Abatement Laborers, certain work performance will be as follows.

- 1) **Asbestos/Insulators Workers** - Includes application of all insulating materials, protective coverings, coating and finishing to all types of mechanical systems.
- 2) On all mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) that are going to be scrapped, the removal of all insulating materials, whether they contain asbestos or not, shall be the exclusive work of the **Asbestos/ Abatement Laborers**.
- 3) The removal of all asbestos-containing materials from walls, ceilings, floors, columns and all other non-mechanical structures and surfaces, etc., is being recognize as being the exclusive work of the **Asbestos/ Abatement Laborers**.
- 4) The term "removal" as used in this Agreement shall not include the sealing, labeling and dropping of scrap material into the appropriate containers. After drop, final disposal shall be the work of the **Asbestos/ Abatement Laborers**.
- 5) The loading at the designated area of all materials that have been removed, bagged and tagged, as well as cleanup and all unloading, burying and other work required at the disposal site is recognized as being the exclusive work of the **Asbestos/ Abatement Laborers**.
- 6) **Asbestos/ Abatement Laborers** requires special training and licensing.

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rev 03/04